



sponsorship agreement

Deadline for full sponsor benefits is May 1st, 2019

SPONSORSHIP LEVEL

RATE

- Red\$5,000 +
- Orange.....\$2,500 - \$4,999
- Yellow.....\$1,000 - \$2,499
- Green.....\$500 - \$999
- Blue.....\$250 - \$499
- Violet.....\$100 - \$249

TOTAL CONTRIBUTION AMOUNT ENCLOSED \$ _____

CONTACT INFORMATION

Name: _____

Organization (optional): _____

Email: _____

Address: _____

Mailing Address (if different): _____

Website: _____

Phone: _____

Do you wish to have a vendor space at the festival? Yes No

SIGNATURE: _____

Email your **LOGO** (if applicable) to: **sanduskypride18@gmail.com**

Make checks payable to: Downtown Sandusky, Inc.

Mail to:

SANDUSKY PRIDE
 c/o Kilbourne Hotel
 223 W. Water Street
 Sandusky OH 44870

sponsorship agreement terms & conditions

Benefit Definitions & Details

-Industry exclusivity is defined as being the only provider from a specific industry to provide a specified good or service. Examples: "The official water of Sandusky Pride." or "The official airline of Sandusky Pride." or "The official bank of Sandusky Pride." Subject to availability. Terms, limitations, and conditions apply. Please contact a member of the Sponsor Support Team for details and to secure your industry exclusivity.

-Logos: your organization logo must be provided in digital art form for both web and print publications.

Sponsorship. Sandusky Pride will furnish Sponsor with the sponsorship rights and amenities for the Sandusky Pride 2019 according to the Sponsorship Level selected and paid for by Sponsor.

Term. The term of this Sponsorship Agreement begins on the Effective Date and terminates upon the conclusion of the Sandusky Pride 2019 event on Saturday, June 23, 2019 (the "Term").

Payment. Sponsor will pay the Rate (less the value of any in-kind contribution) and any additional contribution within thirty (30) days after its receipt of an invoice from Sandusky Pride for its sponsorship in accordance with this Sponsorship Agreement, but no later than May 1, 2019.

Trademarks and Copyrights. Use of Event Marks. Sandusky Pride grants Sponsor, during the Term and for 30 calendar days thereafter, a non-exclusive license to use "Sandusky Pride 2019" and its variations in the same form they are provided by Sandusky Pride (the "Event Marks") in connection with the Sponsor's Sandusky Pride 2019 activities in a manner consistent with Sandusky Pride's guidelines for use of the Event Marks, this Sponsorship Agreement, and the Sponsor's Sponsorship Level. Sponsor will comply with Sandusky Pride's reasonable requests regarding the use of the Event Marks.

Use of Sponsor Marks. Sponsor grants to Sandusky Pride a non-exclusive, royalty-free license to use the Sponsor marks attached to Annex B in camera-ready format "the "Sponsor Marks)": (i) during the Term in connection with Sandusky Pride's promotional and publicity activities, including print, video and electronic materials, for Sandusky Pride 2019; and (ii) after the Term in reference to Sponsor's sponsorship of Sandusky Pride 2019.

Event Contents. Sponsor may photograph or otherwise record its presence at Sandusky Pride 2019, but will not otherwise record or reproduce any portion of Sandusky Pride 2019, including the marks or presence of other sponsors, the entertainment, or the attendees, in any format without Sandusky Pride's prior written consent. Sponsor's actions to photograph or otherwise record its presence will take place only in the public access areas of Sandusky Pride 2019 and will not interfere with the normal operations of the event.

Liability. Neither Sandusky Pride nor its representatives will be responsible for any injury, loss, harm or damage that may occur to the Sponsor from any cause whatsoever. Under no circumstances will Sandusky Pride be liable for lost profits or other special or consequential damage. The foregoing will apply regardless of how

any claim is brought or how damages are characterized, including whether brought in contract, tort or otherwise.

Reschedule or Cancellation. Presently, Sandusky Pride 2019 is scheduled to take place on June 20-23, 2019. Sandusky Pride reserves the right to reschedule or cancel Sandusky Pride 2019 or any individual events comprising it if necessary for any reason, including: (i) weather; (ii) failure to receive commitments from the necessary number of sponsors; (iii) failure to reach agreement with the applicable authorities on any cause beyond Sandusky Pride's reasonable control, e.g. war, fire, strike, change of law or regulation, public catastrophe.

If Sandusky Pride 2019 is cancelled in whole, Sandusky Pride will issue refunds a pro rata amount, based on sponsorship amounts actually paid, of the total sponsorship fees received less the expenses incurred by Sandusky Pride. No further refunds or other amounts will be due from Sandusky Pride for any reason. In no case will the amount of refund to a Sponsor exceed the amount of the sponsorship fee paid.

Termination. Sandusky Pride reserves the right to accept or reject sponsors in its sole discretion. Sandusky Pride may terminate this Sponsorship Agreement at any time, in which case Sponsor's rights to use the Event Marks will terminate immediately, and Sandusky Pride will refund to Sponsor any amounts paid to Sandusky Pride and return any in-kind contribution received by Sandusky Pride (or equivalent value), under this Sponsorship Agreement.

Tax Status. Sandusky Pride is affiliated with Downtown Sandusky Inc, a 501 (c)(3) non-profit organization.

Miscellaneous. This Sponsorship Agreement represents the entire agreement between Sandusky Pride and Sponsor, and there is no other agreement or warranty between the Sponsor and Sandusky Pride. This Sponsorship Agreement establishes a non-exclusive relationship between Sponsor and Sandusky Pride and Sandusky Pride retains the right to enter into other Sponsorship Agreements at its discretion. If a Presenting Level sponsor reasonably believes that another Sponsorship work with the Presenting Level Sponsor to reach a commercially reasonable solution. All legal matters pertaining to Sandusky Pride 2019 and this Sponsorship Agreement will be governed by and regard to any provision of Sandusky law that would require or permit the application of the substantive law of another jurisdiction. Sponsor irrevocably consents and submits to the personal jurisdiction of the courts in and for Sandusky for any actions arising out of or relating to this Sponsorship Agreement.

This Sponsorship Agreement may be executed in multiple counterparts, each of which will be considered an original and all or any one of which constitute one and the same agreement. Facsimile or email copies will be treated as originals for these purposes.

This Sponsorship Agreement is personal to the parties and neither party may assign it without the prior written consent of the other party.